

- K. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.
- L. "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes basic residence and business line service, PBX trunk line service, pay phone line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Switched and Special Access services.
- M. "Expanded Interconnection Service" or "EIS" is the collocation arrangement the Parties provide in designated wire centers, and shall have the same meaning as set forth in Pacific's Tariff Schedule Cal P.U.C. No. 175-T, Sec. 16 and GTE Tariff Schedule Cal. P.U.C No. C-1, Section 17 respectively.
- N. "Interconnection" means the connection of facilities and/or trunks between the Parties respective networks to allow for the seamless interchange of traffic.
- O. "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services.
- P. "ISDN" means Integrated Services Digital Network, which is a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
- Q. "Local Exchange Routing Guide" or "LERG" is a Bellcore reference used by LECs, IXCs and CLCs to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- R. "Local Exchange Carrier" or "LEC" and "Competitive Local Carrier" or "CLC" shall have the meanings as set forth in the Opinion, Appendix C, Sections 3.A and B, respectively.
- S. "Local Interconnection Trunks/Trunk Groups" provide for the origination and termination of local and intraLATA toll traffic.
- T. "Meet-Point Billing" refers to an arrangement whereby two or more LECs and/or CLCs jointly provide Switched Access Service to a switched access customer or from one of their end office switches, with each receiving, by mutual agreement, an appropriate share of their tariffed transport element revenues.
- U. "MECAB" refers to the Multiple Exchange Carrier Access Billing

document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for meet point billing.

- V. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for jointly provided access service.
- W. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- X. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, and 700 NPAs are examples of Non-Geographic NPAs.
- Y. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers
- Z. "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers or wireless carriers, and switched access calls are not included in the calculation of PLU.
- AA. "Point of Interconnection" or POI denotes the physical equipment interface that establishes the technical interface, the test point and point of operational responsibility hand-off between Pacific and GTE for the local interconnection of their networks. The splice point at the Mod-Span Fiber Meet is not a POI.

- BB. "Rating Point" is the V&H coordinates associated with a particular telephone number for end user rating purposes.
- CC. "Routing Point" means a location which a LEC or CLC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC or CLC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point need not be the same as the Rating Point, nor must it be located within the rate center area, but must be in the same LATA as the NPA-NXX.
- DD. "Signal Transfer Point" or "STP" is a switch that performs a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.
- EE. "Switched Access Service" means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs and CLCs for purpose of local exchange interconnection.
- FF. Tandem Office Switch Tandem Office, or Tandem means a Class 4 switch which is used to connect and switch trunk circuits between and among Central Office Switches.
- GG. "Transit Rate" is the rate that applies to traffic that is tandem switched between a LEC and a CLC destined for a third party.
- HH. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e. 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.
- II. "Vertical & Horizontal" ("V&H") Coordinates Method" means a method of computing airline miles between two Wire Centers by utilizing an established formula that is based on the vertical and horizontal coordinates of two geographic locations as specified in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, Wire Center and Interconnection Information.
- JJ. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the

provision of Exchange Services and access services, are located. However, for purposes of EIS, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

- KK. "Zone Usage Measurement" ("ZUM") Zone 3 Messages" means Messages beyond a customer's local calling area to which Zone 3 charges apply, as defined and provided in accordance with the schedules of charges, regulations, and conditions specified in lawfully established tariffs or usage contracts.

III. LOCAL INTERCONNECTION TRUNK ARRANGEMENTS

If either Party establishes a new end office switch which will serve customers in the other Party's former franchise territory, all Local Interconnection Trunk Groups established directly with the other Party's network including facilities and points of interconnection will conform with Section III A-N below. In addition, all traffic interchanged over these Local Interconnection Trunk Groups will be treated as CLC traffic and subject to the terms and conditions of this Agreement.

- A. Interconnection At All Tandems Within Each LATA. Each Party will establish a Local Interconnection Trunk Group with each access Tandem in the LATA(s) in which it originates and terminates local traffic with the other Party. The Parties may not route Local Interconnection traffic to an access Tandem destined for an NXX which subtends another GTE or Pacific Tandem. The Parties agree that direct trunking to an end office is permitted under the terms of this section.
- B. Single POI Model. For each interconnection between the Parties for the exchange of local, intraLATA toll and meet-point Switched Access traffic, the Parties agree that there will be a single Point of Interconnection between any two switching entities.
- C. Sizing and Structure of Interconnection Facilities. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth in Section XIII, below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.
- D. Interconnection Trunks. Interconnection will be provided via one-way and/or two-way trunks. These trunks will be established to exchange local and intraLATA toll traffic. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks. Separate two-way meet-point trunks will be established for the joint provisioning of Switched Access traffic.

- E. **Signaling Protocol.** The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-NB and in accordance with the rates, terms and conditions of the Parties' respective switched access tariffs. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users.¹ All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.

For the purpose of providing 64 Clear Channel Capability ("64CCC") interconnection, the Parties will provide to each other forecasts of 64K CCC trunk quantities consistent with the forecasting agreements between the Parties. The Parties will jointly plan for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between the Parties. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech." Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

- F. Either Party may opt at any time to terminate to the other Party some or all local exchange traffic and intraLATA toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. Either Party may otherwise purchase these Switched Access Services from the other Party subject to the rates, terms and conditions specified in its standard intrastate access tariffs.
- G. Each Party shall deliver to the other Party over the Local Interconnection Trunk Group(s) only such traffic which is destined for those publicly-dialable NPA NXX codes served by end offices that directly subtend the access Tandem or to those Wireless Service Providers that directly subtend the access Tandem.

¹ This Agreement does not relate to the purchase and sale of any such end user features or functions.

- H. Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's end office or tandem in accordance with the serving arrangements defined in the Local Exchange Routing Guide ("LERG"). However, in no case shall either Party be required to deliver calls destined to terminate at the other Party's end office via another LEC's or CLC's end office or tandem.
- I. Where the Parties deliver over the Local Interconnection Trunk Group miscellaneous calls (i.e., time, weather, NPA-555, California 900, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- J. Unless otherwise mutually agreed to N11 codes (i.e., 411, 611,911) shall not be sent between GTE's and Pacific's network over the Local Interconnection Trunk Groups.
- K. At the time that either Party plans to establish a new end office that will serve customers in the other Party's former franchise territory and which will directly interconnect with the other Party's network, both Parties agree to negotiate and execute an agreement regarding exchange of billing records that allows for the billing of traffic exchanged between the Parties.
- L. The Parties agree to establish unique NXX codes to serve customers outside of their respective former franchise territories.
- M. Maintenance of Service A maintenance of service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:
1. No trouble is found in the interconnection trunks; or
 2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 3. Trouble clearance did not otherwise require dispatch requested for repair verification, or the interconnection trunk does not exceed Maintenance Limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

1. basic time;
2. overtime; or
3. premium time

as defined for billing by Pacific in Pacific's tariff Schedule Cal. P.U.C. No. 175-T Section 13 and in GTE's tariff Schedule Cal. P.U.C. No. C-1, Section IV.

IV. INTERIM INTERCONNECTION ARRANGEMENTS

If either Party uses an end office switch, including a new end office switch not directly connected to the other Party's network, to provide service outside of its former franchise boundaries, the traffic originated and terminated to these new customers shall be considered CLC traffic. The Parties agree that the following procedures apply to such CLC traffic;

- Existing trunk groups between the Parties and associated operational procedures may be used to route the new CLC traffic;
- The Parties agree to establish unique NXX codes to serve customers outside of their respective former franchise territories;
- The Parties agree to compensate each other for the facilities and termination of such traffic as described in Section VI below; and
- The Parties agree to exchange all necessary originating billing records on a monthly basis to enable the terminating Party to bill the originating Party for the CLC traffic.

V. THIRD PARTY TRAFFIC

The Parties agree to mutually negotiate the terms and conditions to provide tandem switching to allow for the origination and termination of traffic between the other Party and third party LECs, CLCs, or wireless service providers. These negotiations will include, but are not limited to, the issues of network capacity, forecasting and compensation terms. Such negotiations shall be conducted by the Parties in good faith and consent to the routing of such traffic shall not be unreasonably withheld.

VI. COMPENSATION FOR CALL TERMINATION

Notwithstanding the following, the Parties agree to amend this Agreement with regard to compensation for the termination of local calls (as described in this section) in accordance with any further Commission decision(s) regarding compensation for local and/or IntraLATA toll call termination between LECs and CLCs. Such amendment shall not preclude a Party from in any manner challenging or appealing any such further Commission decisions(s) and in such

circumstances the amendment shall be for purposes of complying with a Commission decision pending resolution of the challenge or appeal.

The Parties recognize that the reciprocal price for local call termination established in this Agreement was mutually agreed to in order to foster the evolution of local competition and the Parties acknowledge that each has different costs. Therefore, the Parties agree that the rates contained in this Agreement do not in any manner set a precedent and that these rates may change as a result of future negotiations between the Parties.

A. The following compensation is for traffic exchanged between the Parties, using the existing network, to and from NXX codes established to provide competing local exchange CLC to incumbent LEC interconnection.

1. For traffic originated by GTE to Pacific Bell:

- (a) Local calls: \$.012 Per Minute of Use. Applicable to all local Zone Usage Measurement ("ZUM") Zone 1, Zone 2 and Zone 3, and Extended Area Service traffic.
- (b) Toll Calls: The Parties agree to compensate each other for the termination of toll calls using existing facilities, pursuant to the Parties' respective intrastate switched access tariffs with the rates and rate structure established in D. 94-09-065, effective January 1, 1995.
 - Switched Transport .007146
 - Local Switching
Set-Up .014380
Usage .003150

2. For traffic originated by Pacific to GTE:

- (a) Local calls: \$.012 Per Minute of Use. Applicable to all local Zone Usage Measurement ("ZUM") Zone 1, Zone 2 and Zone 3, and Extended Area Service traffic.
- (b) Toll Calls: The Parties agree to compensate each other for the termination of toll calls using existing facilities, pursuant to the Parties' respective intrastate switched access tariffs with the rates and rate structure established in D. 94-09-065, effective January 1, 1995.
 - Switched Access Transport
Per Minute - .0071499
 - End Office Switching

Per Minute - .0155535
- Information Surcharge
Per Minute - .00043744

B. The following compensation rates shall apply for all traffic exchanged over newly established Local Interconnection Trunk Groups.

1. For traffic originated by GTE to Pacific Bell:

(a) **Local calls: \$.012 Per minute of use. Applicable to all local Zone Usage Measurement ("ZUM") Zone 1, Zone 2 and Zone 3, and Extended Area Service traffic.**

(b) **Toll calls: The following rates are applicable to intraLATA toll calls based on intrastate Switched Access rates as described below and contained in Pacific's Schedule Cal P.U.C. No. 175-T.**

(1) **Tandem Switched transport, where applicable:**

(a) **Fixed - per minute of use.**

(b) **Variable - per mile per minute of use.
Mileage shall be calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI and the Pacific end office.**

(2) **Tandem switching - per minute of use**

(3) **Direct-trunked transport, where applicable, as listed in 175-T, Section 6.8.2(B). Mileage is calculated based on the airline miles between the V&H coordinates of the POI and the Pacific end office.**

(4) **Network Interconnection Charge - per minute of use as listed in 175-T Section 6.8.2(D)**

(5) **Local switching - per minute of use as listed in 175-T Section 6.8.3(A) with the following sub-elements:**

(a) **Set-up (per call); and**

(b) **Minutes of Use.**

2. For traffic originated from Pacific to GTE:

- (a) Local rate: \$.012 Per Minute of Use. Applicable to all local ZUM Zone 1 Zone 2 and Zone 3 and Extended Area Service traffic.
- (b) Toll calls: Applicable to IntraLATA toll calls based upon Switched Access rates contained in GTE's Schedule Cal P.U.C. No. C-1 as follows:
 - (1) Tandem Switch transport -
Per Minute/Per Mile
 - Fixed Transport Termination -
Per MOU;
 - (2) Tandem Switching -
Per MOU;
 - (3) Direct-trunked transport, where applicable.
Mileage shall be calculated based on the airline miles between the V&H coordinates of the POI and the GTE end office.
 - (4) End Office Switching -
Per MOU;
 - (4) Network Interconnection Charge -
Per MOU;
 - (5) Information Surcharge -
Per MOU.

C. Transit rate: \$.006 per minute of use.

The transit rate provides for access tandem switching when either Party uses the other Party's access tandem to originate a CLC call to a third party such as another LEC, CLC, or wireless service provider. The Parties agree to mutually negotiate the specific terms and conditions for transit switching as described in Section V.

If either Party receives a call through the other Party's access tandem that originates from another LEC, CLC or wireless service provider, the Party providing the tandem switching will not charge the other Party any rate element for this call, regardless of whether the call is local or toll.

If Pacific enters into an interconnection agreement with another CLC that provides a transit rate lower than \$.006 per minute of use, that transit rate will be substituted for the rate set in this paragraph upon the

effective date of that agreement. In no case, however, shall the transit rate be lower than \$.0015 per minute of use.

- D. When GTE uses a Pacific access tandem to transit a toll call to a third party LEC end office, and that LEC is a member of the California Toll Pool ("Pooling LEC"), the receiving Party will bill and GTE will pay local switching and proportionate local transport rates in addition to the transit rate above. Pacific will remit such revenues to the California Toll Pool when it acts as the billing agent for the third party Pooling LEC.
- E. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in Sections VI., above, shall be charged by the Party originating the call rather than the Party terminating the call.
- F. Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.
- G. Each Party will provide the other within fifteen (15) calendar days after the end of each calendar quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunk arrangements:
 - 1. Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups; and
 - 2. PLU.
- H. Late payment charges for interconnection charges will be assessed as described in Pacific's tariff, Schedule Cal. P.U.C No. 175-T, Section 2.4.1.B and GTE's tariff Schedule Cal. P.U.C. No. D&R, Rule 10.
- I. For California 900 calls (those 900 NXXs shown in the LERG as Pacific's 900 NXXs), GTE shall deliver calls originated over GTE-provided exchange services to the Local Interconnection Trunk Groups. For California 900 calls, GTE and Pacific will use their best efforts to negotiate and execute an arrangement for the rating and billing of such calls within thirty (30) days of the execution of this Agreement. Until such agreement is executed, GTE may choose to block such calls, or GTE agrees to back-bill such calls once the subsequent agreement is executed, retroactive to the effective date of this Agreement.

VII. COMPENSATION FOR INTERCONNECTION FACILITIES

Interconnection facilities include the facilities that connect the Parties'

respective switches.

A. The following compensation applies when traffic is exchanged between the Parties using the existing network:

1. The Parties agree that the rates provided in VI A.1.(b) and VI A.2.(b) pursuant to D. 94-09-065 provide compensation for interconnection facilities for toll calls.
2. The Parties agree to pay each other \$.0003 per terminating local minute of use to provide interconnection facilities for local, EAS, and ZUM Zones 1, 2 and 3 calls.

B. The Parties agree to amend this Agreement when new facilities are established pursuant to Section III of this Agreement and to mutually negotiate the compensation for such facilities.

C. E9-1-1 Service

The Parties understand and agree that E9-1-1 Service is critical to maintain public safety. In accordance with the Opinion, the Parties agree to interconnect their networks and supply necessary data in order to so provide E9-1-1 access to their subscribers. Rates, terms and conditions of such interconnection and data updates are contained in the Parties' tariffs. The Parties will provide and use an electronic interface to each other to enter E9-1-1 customer records into the appropriate E9-1-1 Database Management System.

D. End User Repair Call Referrals

1. In answering repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with factual information in answering customer questions.
2. GTE and Pacific will provide a single statewide repair number to each other.

E. Busy Line Verification and Interrupt.

1. Description

- a. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users.

- b. BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over Local Interconnection Trunks for GTE BLV and BLVI calls sent to Pacific. Pacific may obtain BLV/BLVI service from GTE as shown in Schedule Cal P.U.C. No. C-1, Section V. Ancillary Services.

2. Compensation

Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective switched access tariffs.

F. Directory Assistance

If GTE terminates directory assistance calls over the Local Interconnection Trunk Groups, Pacific shall charge GTE for such directory assistance calls at the rates contained in Pacific's switched access tariff. If Pacific wishes to terminate Directory Assistance calls to GTE, it will purchase Directory Assistance service from GTE's switched access tariff, Schedule C-1, Section V.

VIII. MEET-POINT TRUNKING ARRANGEMENTS

The provisions of this Section will apply when a new end office switch is established by one Party which directly subtends a tandem of the other Party.

- A. Two-way trunks will be established to enable GTE and Pacific jointly to provide Feature Group B and D ("FGB" and "FGD") Switched Access Services via each other's access tandem switch.
- B. The Parties may use meet-point trunks to send and receive FGB and FGD calls from Switched Access customers connected to the other Party's access tandem.
- C. The Parties will use separate facilities and separate two-way trunk groups to each and every access tandem under which the other Party's NXXs home using DS-1 or DS-3 facilities other than the facilities used for Local Interconnection Trunk Groups. Neither Party will charge the other any amount for any meet-point facilities.
- D. In the case of Switched Access Services provided through Pacific's access tandem, Pacific will not offer blocking capability for Switched Access customer traffic delivered to Pacific's tandem for completion on GTE's network. The Parties understand and agree that meet-point trunking arrangements are available and functional only to/from Switched Access customers who directly connect with the tandem(s) that GTE sub-tends in each LATA. In no event will either Party be required to

route such traffic through more than one tandem for connection to/from Switched Access customers. Neither Party shall have responsibility to ensure that any Switched Access customer will accept traffic that the other Party directs to the Switched Access customer.

- E. In the case of Switched Access Services provided through GTE's access tandem, GTE will not offer blocking capability for Switched Access customer traffic delivered to GTE's tandem for completion on Pacific's network. GTE and Pacific understand and agree that meet-point trunking arrangements are available and functional only to/from Switched Access customers who directly connect with the tandem(s) that Pacific sub-tends in each LATA. In no event will either Party be required to route such traffic through more than one tandem for connection to/from Switched Access customers. Neither Party shall have responsibility to ensure that any Switched Access customer will accept traffic that the other Party directs to the Switched Access customer.
- F. The Parties will provide CCS to one another, where and as available, in conjunction with meet-point two-way trunk groups. Either Party may establish CCS interconnections either directly or through a third party, provided such third-party is interconnected with either Party pursuant to PUB L 780023-PB/NB and in accordance with the Parties' intrastate access tariffs. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. The Parties will provide all CCS signaling including Charge Number, and originating line information ("OLI"). For terminating FGD, the Parties will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- G. Common channel signaling shall be utilized in conjunction with meet-point trunks; except multifrequency ("MF") signaling must be used on a separate meet point trunk group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.
- H. All originating Toll Free Service calls for which one Party performs the Service Switching Point ("SSP") function for the other Party (e.g. performs the database query) shall be delivered using GR-394 format over the meet point trunk group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.

- I. All post-query Toll Free Service calls shall be delivered by the SSP switch using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered using GR-317 format over the Local Interconnection Trunk Group for calls destined to either Party's end offices.
- J. Originating Feature Group B calls delivered to either Party's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving access tandem.
- K. Pacific and GTE shall negotiate an Agreement addressing meet-point billing that includes, but is not limited to, meet-point billing options, bill period, and exchange of usage and billing data.

IX. **CONFIDENTIALITY OF DIRECTORY ASSISTANCE AND WHITE PAGES LISTINGS**

The Parties will accord each other's directory listings information the same level of confidentiality each accords its own directory listing information, and shall ensure that access to customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. The Parties will not use each other's directory listings for the marketing of telecommunications services.

X. **RESPONSIBILITIES OF THE PARTIES**

- A. GTE and Pacific agree to exchange such reports and/or data as provided in this Agreement in Sections VI. G. to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than ten (10) business days written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited which shall be (Irving, Texas for GTE). Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Sections VI.G.1 and VI.G.2 above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other Party.
- B. GTE and Pacific will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either Pacific or GTE.
- C. GTE and Pacific shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

D. The end office company is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

E. GTE and Pacific shall:

1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
2. Notify each other when there is any change affecting the service requested, including the due date.
3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
6. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.
7. Provide to each other test-line numbers and access to test lines, including a test -line number that returns answer supervision in each NPA-NXX opened by a Party.

F. **Bilateral Agreements**

The Parties shall jointly develop and implement a bilateral agreement regarding technical and operational interfaces and procedures. The Parties will use good-faith efforts to finalize such agreement within ninety (90) days of the effective date of this Agreement.

G. GTE and Pacific will provide their respective billing contact numbers to one another on a reciprocal basis.

XI. INSTALLATION OF TRUNKS

Due dates for the installation of Local Interconnection Trunk Groups and new meet-point trunks covered by this Agreement shall be based on mutual agreement of the Parties in accordance with the availability of local

interconnection facilities.

XII. TRUNK FORECASTING

- A.** The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:
- 1.** Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years;
 - 2.** The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;and
 - 3.** A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period;
- B.** If differences in semi-annual forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 DS0 trunks.
- C.** If a trunk group is under 75 percent (75%) of centum call seconds (ccs) capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified in Section XIII following shall be maintained.
- D.** Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

XIII. GRADE OF SERVICE

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between the Parties' networks carrying meet-point traffic shall be maintained. All other final trunk groups shall be engineered with a blocking standard of one percent (.01)

XIV. LOCAL INTERCONNECTION TRUNK SERVICING

- A. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Interconnection Service Request ("ISR") for GTE orders to Pacific or an Access Service Request "ASR" for Pacific orders to GTE. All Party's electronic ordering interface, if available, shall be used as the means of transmitting such orders.**
- B. As discussed in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Pacific's Circuit Provisioning Assignment Center ("CPAC") and GTE's equivalent center will send a Trunk Group Service Request ("TGSR") to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Either Party upon receipt of the TCSR will issue an ISR/ASR to the other Party:**
- 1. within 10 business days after receipt of the TGSR, upon review of and in response to the TGSR received; or**
 - 2. at any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for the Parties' switched access service.**
- C. Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among Pacific and GTE work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.**
- D. GTE will be responsible for engineering its network on its side of the POI. Pacific will be responsible for engineering its network on its side of the POI.**

XV. TROUBLE REPORTS

GTE and Pacific will cooperatively plan and implement coordinated repair procedures for the meet-point and Local Interconnection Trunks and facilities to ensure that trouble reports are resolved in a timely and appropriate manner consistent with procedures referenced in the Bilateral Agreement.

XVI. NETWORK MANAGEMENT

- A. Protective Controls**

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. GTE and Pacific will immediately notify each other of any protective control action planned or executed.

B. Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

C. Mass Calling

GTE and Pacific shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

XVII. TERM

Except as provided herein, GTE and Pacific agree to interconnect pursuant to the terms defined in this Agreement for a term of one (1) year, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination. In the event of such termination as described herein, this Agreement shall continue without interruption until a) a new interconnection agreement becomes effective between the Parties, or b) the Commission determines that interconnection shall be by tariff rather than contract and both Pacific and GTE have in place effective interconnection tariffs. Negotiations on such a new Agreement shall commence no later than forty-five (45) days prior to the expiration of this Agreement. By mutual agreement, GTE and Pacific may amend this Agreement to modify the term of this Agreement.

XVIII. EFFECTIVE DATE

The Parties shall file this Agreement by Advice Letter and it shall become effective on the date fourteen (14) calendar days after the filing, unless rejected by CACD.

IXX. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting

from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XX. COMMISSION DECISION

This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

XXI. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

XXII. INDEMNITY

Each Party shall indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorneys fees on account thereof) that may be made by third parties for:

- A. personal injuries, including death, or
- B. damage to tangible property

resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party shall defend the other at the other's request against any such liability, claim or demand. Each Party shall notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

XXIII. ASSIGNMENT

This Agreement may not be assigned by either Party without sixty (60) days advance written notice and the written consent of the other Party, provided neither Party shall unreasonably withhold such consent. However, no consent will be required in the event of assignment to an affiliate or subsidiary.

XXIV. DEFAULT

If either Party believes the other is in breach of the Agreement or otherwise in violation of law, it shall first give the other Party written notice of such breach in writing and allow the other Party sixty (60) days to cure the alleged default. Thereafter, the Parties shall employ the Dispute Resolution procedures set forth at pp. 36-39 of the Opinion

XXV. NONDISCLOSURE

- A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - (i) was at the time of receipt already known to the receiving Party

free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

- (ii) is or becomes publicly known through no wrongful act of the receiving Party; or
- (iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (iv) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (v) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- (vi) is approved for release by written authorization of the disclosing Party; or
- (vii) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

E. Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

XXVI. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss in good faith the dispute and seek resolution prior to taking any action before any court or regulator, or before making any public statement about or disclosing the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of Pacific, its Vice President for Local Competition, or equivalent officer, shall participate in the meet and confer meeting, and for GTE, its Vice President, or equivalent officer, shall participate. Thereafter, the Parties will employ the Dispute Resolution procedures set forth in pp 36-39 of the Opinion.

XXVII. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, shall be treated as an executed document.

XXVIII. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Pacific Bell
Ms. Teresa L. Cabral - Senior Counsel
2600 Camino Ramon, Room 2W806
San Ramon, CA, CA 94583
Facsimile: (510) 867-0150

GTE California Incorporated
Ms. Jenny M. Wong,
One GTE Place
Thousand Oaks, CA 91362
Mailcode CA500GC

GTE California Incorporated
Ms. Susan D. Rossi
Legal Department
One GTE Place
Thousand Oaks, CA
Mailcode CA500LB
Facsimile: (805) 373-7515

Each Party shall inform the other of any changes in the above addresses.

XXIX. AMENDMENT

The Parties may mutually agree to amend this Agreement in writing.

XXX. CHOICE OF LAWS

The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of California.

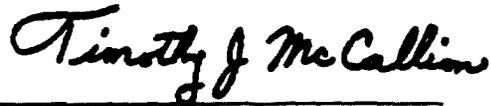
XXXI. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior Agreements, arrangements, representations or understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.



Lee Bauman
Vice President, Local Competition
Pacific Bell



Timothy McCallion
Vice President, Regulatory &
Governmental Affairs - West
GTE California Incorporated

